

and when the case stood in the same situation as at the former argument, my attention has again been called to the subject, and the cause elaborately argued, relying on the part of the defendants, that the injunction ought not to have issued without bond and security; and that it should be dissolved, unless such bond should be given by a prescribed day.

On the part of the complainants it was insisted, that, supposing a bond to have been necessary, yet as the injunction was obtained without one, that the irregularity of issuing it was waived by the answer. I have again considered the case and see no reason to retract from the opinion pronounced on the former occasion; nor can I discover any error in granting the injunction without bond; if, in any case a bond should be dispensed with, this is one; and the decisions of my predecessors in office fully warranted the issuing of this injunction. The time, the manner, the effect, and the immediate ruinous consequences from the hasty and unwarranted judgment demanded the immediate interposition of this Court; and, unless compelled to demand an injunction bond, it should be dispensed with.

In the case of *Hampsen v. Edelin*, 2 H. & J. 64, no bond was given to prosecute the injunction that issued. In that case, an execution was laid on a piece of land, that the complainant had purchased and obtained a bond for the conveyance of, prior to the rendition of the judgment. Also in the case of *Stewart v. Yates*, (h) an injunction issued, without bond, to prevent land from being

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(h) *STEWART v. YATES*.—This bill was filed, on the 22d of October, 1817, by William Stewart against John Yates, Thomas Armatt, William Brogden, Lewis Duvall, John N. Watkins, and the President, Directors and Company of the Farmers Bank of Maryland. The bill states, that some time previous to the 23d of March, 1797, a purchase was made of Allen Quynn by Joseph Watkins, of a tract of land which was conveyed to him accordingly, with an agreement, that Watkins should afterwards convey to the plaintiff a certain portion of it containing about sixty-three acres, which had been previously set apart for him; and which he paid for shortly thereafter; that a deed for the same was soon after prepared, but not executed by Watkins, owing to his negligence, until the 5th of March, 1812; although the plaintiff had, many years before, paid the purchase money; and had, at that time, been in actual possession of the land fourteen or fifteen years. That about the month of February, 1804, the plaintiff purchased of Watkins ninety acres more of the same tract of land, and also a small parcel of another tract, for which the plaintiff agreed to pay five hundred pounds; the whole of which had been long since paid; but for which land he had not obtained a deed until the 5th of March, 1812; although he had possession thereof, under the contract, seven or eight years. That after the plaintiff had purchased the last parcel of said land, received the possession and paid the purchase money, two several judgments were recovered by the defendant Yates for the use of the defendant Armatt against the said Joseph Watkins; which judgments appear to have been assigned to the defendant Duvall, by him to the defendant John N. Watkins, and by him to the defendant the bank.